

COUNTY OF TUOLUMNE
OFFICE OF EMERGENCY SERVICES

Issued: April 6, 2020



REQUEST FOR PROPOSALS (RFP)
Temporary Housing and Quarantine Services

Deadline for Submission of Proposals:
APRIL 13, 2020 at 3:00 PM

For an electronic version of this RFP, go to:
<http://www.tuolumnecounty.ca.gov>
(Click on "Bids, RFPs & RFQs")

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SECTION ONE: ACTIVITIES AND TIMELINES

ACTIVITY	DATE
• Release of published RFP	04/06/2020
• Advertise & Solicit RFP	04/06/2020
• Deadline for receiving all questions	04/9/2020
• Deadline for RFP responses to be received by County	04/13/2020
• Review Committee evaluates and ranks proposals	04/14/2020
• Notice of contract award (Tentative)	04/14/2020
Contract executed (Tentative)	04/17/2020

SECTION TWO: GENERAL RFP SUMMARY

The County of Tuolumne, through its Office of Emergency Services, hereinafter referred to as the “County”, is requesting proposals from qualified hotel facilities interested in providing temporary housing to individuals who may need to self-isolate and/or be quarantined due to exposure to COVID-19. Individuals requiring housing under the of County assistance may be experiencing homelessness and/or have limited resources or supports.

The County intends to award one contract to a successful applicant to this RFP.

California law and federal law provide specific employment restrictions for retirees and/or current County employees that desire to contract with the County.

For CalPERS retirees: if the work you will perform as a contractor is the same or similar to work you performed as an active employee or is work that is performed by active employees, it is most likely subject to the PERS retired annuitant restrictions, meaning the employment is disallowed and the County will not be able to enter into a contract with you.

For current County employees: California and federal law prohibit a current employee from contracting with its employer while being an active employee. If an employee is interested in becoming an independent contractor, the employee must consider separation from employment with the County, however should the employee retire, he/she may be subject to the CalPERS retired annuitant laws. Should a current County employee respond to a RFP while in active employment status, the employee must separate from employment prior to award of the contract.

No County time is allowed to be used to prepare for or work on a response to a County RFP.

SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW

The State of California and local governments are working in collaboration with the Federal government in efforts to minimize the spread and mitigate the effects of COVID-19.

Pursuant to the California Governor's State of the Emergency Proclamation and Executive Order [N-25-20](#), counties are encouraged to identify hotels and other places of temporary residence and medical facilities that are suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.

Due to the higher likelihood of pre-existing health conditions and the transient nature of the homeless population, people who are homeless or at risk of homelessness and the people who interact with this population may have increased risk of COVID-19 infection and greater potential to increase COVID-19 transmission. The County hopes to support the homeless residents of the County who are at an increased risk of infection by locating facilities for temporarily housing to allow those individuals to self-isolate and prevent and/or reduce the possibility of contracting or transmitting of COVID-19.

Individuals who have tested positive and need to be quarantined but do not require direct medical oversight and those individuals who have been exposed and are awaiting testing results may take advantage of temporary housing services as well.

This program will likely be funded in part or whole by State and Federal funding sources not limited to FEMA Public Assistance, California Disaster Assistance Act, and other Health and Human Services funding sources. As such, contract language will contain provisions such as compliance with the Clean Air Act, the Byrd Anti-Lobbying Amendment, and contractors must be in good standing with Federal and State Agencies to be considered.

SECTION FOUR: SCOPE OF SERVICES

It is the County's intent to enter into an agreement with a single vendor to provide temporary residence services for those who have tested positive or awaiting test results for COVID-19 and do not have a residence in which they can quarantine/isolate. The selected vendor will be responsible for providing the following:

Vendors must provide a plan describing their capacity to handle a quarantine and a power outage.

Individuals must stay in private rooms without recycled air.

Facilities must provide the following:

- Toiletries- including but not limited to: toilet paper, tissues, hand sanitizer, hand soap, male/female hygiene supplies, prophylactics, shampoo, conditioner, body soap, lotion, deodorant, toothpaste, toothbrush, towels(face/body);
- Bedding- Sheets (quantity of 2 per person), blankets (quantity 2 per person), pillows (1), ADA bedding (as needed basis), cots/ roll out beds;

- Communication services for staff – including but not limited to radios, phones, data access/WiFi access, translation services
- Communication services for clients- individual rooms must have landlines to access help, and translation services if needed
- A room that meets Americans with Disability Act requirements including but not limited to- Walk-in showers, handrails, power supply, deaf, blind, and hearing-impaired services;
- Laundry Services – removal and return of contaminated/soiled laundry, cleaning detergent, onsite pickup and delivery;
- Cleaning Services- a supply of industrial grade cleaning chemicals, a cleaning routine/schedule, and the ability to manage the level of cleaning required, decontamination methods and schedule, biohazard team to disinfect areas individuals had access to, waste removal services for any trash/items with potential to carry infection;
- Disposal Services- standard, hazmat, dumpsters, individual garbage cans for private rooms, disinfectant spray;
- Personal Protective Equipment/ Supplies for Staff- gloves, suits, shoe covers, goggles, masks, hand sanitizer;
- Security- evacuation maps, rotation scheduling, secured monitored access; and
- Administration/ Staff Support- designated working area, printers, data access, communications, desk/chairs/power, tables, office supplies, HVAC, restroom access;

Vendors are encouraged to identify additional services within their proposal that will be provided (i.e. **pet-friendly rooms, transportation services, Meal Plan**).

SECTION FIVE: MINIMUM QUALIFICATIONS

A. Minimum Qualifications: All Respondents must be registered California businesses in good standing. Respondents must submit a copy of their businesses Secretary of State Statement of Information.

SECTION SIX: PROPOSAL PACKAGE REQUIREMENTS

A. PROPOSAL FORMAT

This RFP (including attachments) will also be available on the Tuolumne County website at: <http://www.tuolumnecounty.ca.gov>. Click on “Bids, RFPs & RFQs” in the Business section.

Proposals are to be straightforward, clear, concise and responsive to the information requested. In order for proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit one original proposal and **TWO additional copies of the proposal**. The original must be clearly marked "ORIGINAL."

B. PROPOSAL ELEMENTS

1. **Cover Sheet- Use Attachment 1**
2. **Scope of Services:**
 - a. Provide a complete list of services the facility is interested in providing and describe how these services will address the requirements listed in Section Four of this RFP.
 - b. Provide the number of rooms and beds available for use and, if applicable, the minimum number of beds needed to provide services.
 - c. Describe how you will approach providing temporary housing quarantine services to COVID-19 positive clients.
 - d. Describe how your organization will collaborate with the Health and Human Services Agency, providing feedback with staff for general assessment, planning, follow-up linkage.
 - e. Describe how the proposed services will ensure continued compliance with all applicable laws and regulations.
 - f. Provide a timeline for implementation of the required services, including readiness to provide services upon the signing of an agreement.
3. **Staffing and Organization**

Provide a staffing plan for meeting the requirements described in Section Four of this RFP. *Describe how you will provide back-up to staffing positions during absences.*
4. **Attachment 2: Pricing Sheet**

Applicants will need to provide an all-inclusive cost proposal for each cost scenario.

SECTION SEVEN: RFP PROCESS

A. SUBMITTAL OF PROPOSALS

Sealed proposals must be received at the Tuolumne County Office of Emergency Services, **NO LATER THAN 3:00 P.M. AND 13 APRIL 2020.**

Proposals are to be addressed as follows:

**Temporary Housing and Quarantine Services
Tuolumne County OES
2 South Green Street
Sonora, CA 95370**

Attention: Kellae Brown

Proposer's name and return address must also appear on the envelope.

Proposals will be received only at the address shown above and must be received by the time indicated. It is the sole responsibility of the proposer to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and **will not be accepted**. No e-mailed or facsimile proposals will be considered. The Office of Emergency Services time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

B. SUBMITTER'S QUESTIONS

Questions regarding the RFP must be submitted exclusively in writing to the County by **3:00 P.M. ON APRIL 9, 2020**. Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will use an addendum to the RFP to post any questions received, along with written responses, on the County website, www.tuolumnecounty.ca.gov, (click on "Bids, RFPs & RFQs" in the Business Section). **It is the responsibility of the proposers to check the County website to review the questions and responses.** Any oral responses to questions are not binding on the County.

Questions should be addressed to:

County of Tuolumne
Office of Emergency Services
Attn: Kellae Brown
2 South Green Street
Sonora, CA 95370

-OR-

Email: kbrown@co.tuolumne.ca.us

C. COSTS OF DEVELOPING THE PROPOSAL

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the County.

D. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the County based upon ignorance of or misunderstanding of the specifications.

The Cover Sheet (Attachment 1) of each proposal stipulates that each applicant accepts all terms and conditions contained in the RFP. Each applicant shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the final award decision.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the County's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the County determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The County may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

E. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES

Proposals received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

1. EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contractor that best satisfies the County's requirements. The following describes the evaluation process and associated components.

2. SELECTION PROCESS

- a. The County shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the County. The County may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- b. Proposal documentation requirements set forth in this RFP are designed to provide guidance to proposers concerning the type of information that will be used by the

Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

3. **EVALUATION CRITERIA & SCORING**

- a. The Review Committee shall be responsible for performing the evaluations of each proposal. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

A.	Completeness of Proposal	Pass/ Fail
B.	Scope of Services	30%
D.	Staffing & Organization	30%
E.	Budget/ Pricing	40%

4. **AWARD**

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered. The County will negotiate with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction.

If the County cannot successfully negotiate a contract with the highest ranked proposer, the County will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers will receive mailed Award/Non-Award notification(s), which will include the name of the proposer to be awarded this contract.

Proposers are advised County reserves the following prerogatives:

- To reject any or all proposals;
- To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process; and
- The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of the

individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

F. OTHER REQUIREMENTS

In order to contract with the County of Tuolumne, a proposer must meet the following requirements:

- Make available to the County its federal Tax Identification Number (TIN) or Social Security Number (SSN).
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to:
 - Standard contract language of the County; and,
 - Insurance coverage to include worker's compensation, general liability, auto liability and professional liability, unless waived by the County.
- Meet the requirements for audit of its expenditures if required in the above documents.
- If the Contractor selected through this RFP will be a Subrecipient of federal funds, additional audit requirements will be required (e.g. a Tuolumne County Subrecipient Questionnaire, copies of audits that may have been performed, any resulting Correction Action Plans, etcetera).

G. NON-DISCRIMINATION

Non-Discrimination: The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

H. PROTEST/APPEAL PROCESS

The following procedure is provided in the event that a proposer wishes to protest the RFP process or appeal the recommendation to award a contract for RFP once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to Office of Emergency Services, 2 South Green Street, Sonora, CA 95370, Attention: Kellae Brown
- The protest must be submitted before 5:00 P.M. of the tenth (10th) business day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the Office of Emergency Services Coordinator will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

I. PUBLIC RECORDS ACCESS

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.

SECTION EIGHT: CONTRACT INFORMATION
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A. TERM/TERMINATION

The term of the initial contract awarded under this RFP will be negotiated upon award. By mutual agreement, this contract may be extended as needed, under the following circumstances:

- The County receives adequate funding to extend program operations;
- The Contractor has achieved demonstrable success by meeting all of the contract's service requirements;
- The County continues to need the services purchased under this RFP;
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the County.

The contract will be subject to termination by either party upon (15) days' advance, written notice of intent to terminate. The County may terminate the contract at any time, without written notice, upon a material breach of contract by the Contractor.

B. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this

Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. INSURANCE

- A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Contractor's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Contractor shall provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
- i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
 - iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
- B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("County additional insureds").

- ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the County additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- E. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

D. HOLD HARMLESS

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other

person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

SECTION NINE: ATTACHMENTS

ATTACHMENT 1: COVER SHEET

Subject: PROPOSAL FOR TEMPORARY HOUSING AND QUARANTINE SERVICES

- This proposal is submitted for consideration of award under the Request for Proposal.
- I accept the terms and conditions contained in the Request for Proposal.
- I certify that all statements in this proposal are true.

A. Proposal Format:

Item		YES	NO
1.	One original proposal marked "Original" plus 2 copies of the proposals. 12 inch font is to be used.		
2.	The "original" is to be either loose-leaf or in a three (3)-ring binder, not bound.		

B. Proposal Package:

Item		YES	NO
1.	Cover Sheet (signed) - Use Attachment 1		
2.	Scope of Services		
3.	Staffing and Organization		
4.	Attachment 2: Pricing Sheet		

AUTHORIZED SIGNATORY			
Name (Printed)			
Signature			
Date			
Address			
Phone Number		Fax	
E Mail Address			

As the Authorized Signatory, you will retain primary financial and legal responsibility for this contract, if awarded.

ATTACHMENT 2: Pricing Sheet

Please enter prices for the daily rate per room for each scenario proposed below. If the scenario is not feasible (i.e. the facility does not have 50 rooms available) please enter N/A into the corresponding box.

1-10 Rooms	11-25 Rooms	26-50 Rooms	50+ Rooms
\$ _____	\$ _____	\$ _____	\$ _____

*Price should reflect the daily rate per room including all services outlined in the Scope of Work less the meal plan (listed below)

Meal Plan (optional): \$ _____ **per person/ per day**

Please describe meal plan below. Include type of meal (hot, cold) for breakfast, lunch, and dinner and source of meal (in-house, catered). Provide an example of a standard meal plan for one day. Please note: The County may elect to forgo the meal plan, in which case the daily room prices above will be the only price considered.